

**PUBLIC SERVICE FACILITY POLICY
AND PROCEDURES FOR
HIGHWAYS IN CONNECTICUT**



**CONNECTICUT DEPARTMENT OF TRANSPORTATION
Bureau of Highways**

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PUBLIC SERVICE FACILITY POLICY AND PROCEDURES
FOR
STATE HIGHWAYS IN CONNECTICUT

SECTION I. PURPOSE

A. 1. To provide a policy and procedure for the adjustment and/or relocation of public service facilities (utilities) as may be required due to the construction or reconstruction of a state highway or urban system extension, either by contract or by State Forces.

2. To establish a method of determining the equitable share of the cost of adjustments to be borne by the State.

B. Section 13a-126 of the 1987 Revision to the General Statutes of Connecticut entitled: "Removal or Relocation of Public Service Facilities for Highway Construction," reads as follows:

"As used in this section, 'public service facility' includes any sewer, pipe, main, conduit, cable, wire, pole, tower, building or utility appliance owned or operated by any electric, gas, telephone, telegraph, water or community antenna television company, or any municipal government or department or subdivision thereof. Whenever the commissioner determines that any public service facility located within, on, along, over or under any land comprising the right-of-way of a state highway or any other public highway when necessitated by the construction or reconstruction of a state highway shall be readjusted or relocated in or removed from such right-of-way, he shall issue an appropriate order to the company, corporation or municipality owning or operating such facility, and such company, corporation or municipality shall readjust, relocate or remove the same promptly in accordance with such order; provided an equitable share of the cost of such readjustment, relocation or removal, including the cost of installing and constructing a facility of equal capacity in a new location, shall be borne by the state. Such equitable share, in the case of or in connection with the construction or reconstruction of any limited access highway, shall be the entire cost, less the deductions hereinafter provided, and, in the case of or in connection with the construction or reconstruction of any other state highway, shall be such portion or all of the entire cost, less the deductions hereinafter provided, as may be fair and just under all the circumstances but shall not be less than fifty percent of such cost after the deductions hereinafter provided. In establishing the equitable share of the cost to be borne by the state, there shall be deducted from the cost of the readjusted, relocated or removed facilities a sum based on a consideration of the value of materials salvaged from existing installations, the cost of the original installation, the life expectancy of the original facility and the unexpired term of such life use. When any facility is removed from the right-of-way of a public highway to a private right-of-way, the state shall not pay for such private right-of-way, provided, when a municipally-owned facility is thus removed from a municipally-owned highway, the state shall pay for the private right-of-way needed by the municipality for such relocation. If the commissioner and the company, corporation or municipality owning or operating such facility cannot agree upon the share or the cost to be borne by the state, either may apply to the superior court for the judicial district within which such highway is situated, or, if said court is not in session, to any

judge thereof, for a determination of the cost to be borne by the state, and said court or such judge, after causing notice of the pendency of such application to be given to the other party, shall appoint a state referee to make such determination. Such referee, having given at least ten days' notice to the parties interested of the time and place of the hearing, shall hear both parties, shall view such highway, shall take such testimony as such referee deems material and shall thereupon determine the amount of the cost to be borne by the state and forthwith report to the court. If the report is accepted by the court, such determination shall, subject to right of appeal as in civil actions, be conclusive upon both parties."

(1953, 1955, S. 120ld; 1957, P.A. 576, S. 1; 1958 Rev., S. 13-124; 1963, P.A. 226, S. 126; 1967, P.A. 671; P.A. 76-133; P.A. 78-280, S. 2, 127; P.A. 82-472, S. 36, 183.)

C. Section 13a-98f of the 1987 Revision of the General Statutes of Connecticut entitled: "Use of Federal-Aid Urban System Extensions by Utilities. Apportionment of Cost of Readjusting, Relocating or Removing Facility Necessitated by State Highway Project", reads as follows:

"The commissioner of transportation is authorized to promulgate such regulations as are required by the United States Secretary of Transportation to regulate the satisfactory accommodation of utilities on a continuing basis in the federal-aid urban system and the use of such extensions by such utilities. 'Utility facilities or utilities' means and includes all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including fire and police signal systems and street lighting systems, which directly or indirectly serve the public or any part thereof. 'Utility' means any person or private or public entity owning or operating utility facilities as defined in this section, including any wholly owned or controlled subsidiary. The municipality or the commissioner of transportation shall issue an appropriate order to any utility to readjust or relocate in or remove its utility facility at its own expense from such federal-aid extension or urban system as is deemed necessary by the municipality and by the commissioner of transportation, provided the cost of readjusting, relocating or removing any municipally-owned utility facility shall be apportioned on the same basis as the cost of constructing such improvement, and provided further the cost of readjusting, relocating or removing any other utility facility within, on, along, over or under any land comprising the right-of-way of a state highway or any other public highway when necessitated by the construction or reconstruction of a state highway shall be apportioned in accordance with the provisions of section 13a-126."

(1969, P.A. 501, S. 3; P.A. 74-118; P.A. 75-485, S. 6,8; P.A. 77-203; 77-342, S. 2, 3; P.A. 78-331, S. 7,58.)

SECTION II. DEFINITIONS

- A. "State Highway" shall include all (a) state primary highways (b) state secondary highways (c) state special service highways (d) interstate highways.
- B. "State Special Service Highway" shall mean roads which provide access from the primary and secondary systems of state highways to federal and state facilities.

- C. "Limited Access Highway" shall mean any highway so laid out and constructed as to allow access thereto only at highway intersections or at such other locations as may be designated by the Transportation Commissioner.
- D. "State" shall mean the State of Connecticut, Department of Transportation.
- E. "Municipality" shall mean any city, incorporated village, borough, county, town, township, district or any department or subdivision thereof.
- F. The terms "Reimburse", "Participate" or their derivatives where used in this Policy and Procedures, shall mean that State funds may be used to compensate the Utility or Municipality for work required by the provisions of this policy.
- G. "Costs of right-of-way" means the cost of, and the cost incident to, the acquisition of land or interest in land.
- H. "Preliminary Engineering" means and includes performing the location surveys, sinking of test holes, foundation investigations, and the preparation of plans, specifications, and estimates in advance of construction operations.
- I. "Construction" means the supervising, inspecting, actual building, and all expenses incidental to the construction or reconstruction of public service facilities, exclusive of preliminary engineering and right-of-way acquisition.
- J. "Right-of-Way" shall include the entire area between the right-of-way lines which is reserved for or secured by the State for constructing the roadway and appurtenances.
- K. "Federal Aid Urban System" in Connecticut means those routes selected by authorized local officials as defined by federal regulations with the concurrence of the Commissioner of Transportation and the approval of the United States Secretary of Transportation.
- L. "Appropriate Solicitation" means requesting bids from a sufficient number of responsible and competent prospective bidders to ensure the development of the lowest acceptable prices for the materials and services required and the highest acceptable prices for the materials to be disposed of.
- Approval by the State must be obtained in writing before any contract may be entered into with other than the low bidder or without appropriate solicitation.
- M. "Betterment" shall mean that portion of the new facility which is determined to be superior to the original facility based on greater service capability as compared to the original facility.
- N. "Continuing Contractor" shall mean a contractor regularly employed by the Utility on its own work who is certified by the Utility as competent to adjust its facilities on State work, at satisfactory rates.
- O. "Utility" shall mean a public service facility or the owner or operator of such facility as defined in Sections 13a-98f and 13a-126 of the 1987 Revision of the General Statutes of Connecticut, and subsequent revisions.

- P. "District Engineer" shall mean an individual who directs the highway engineering activities in one of the four districts, which the State is divided into for administrative purposes.
- Q. "FHWA" shall mean the Federal Highway Administration.

SECTION III. CONSTRUCTION METHODS

A. STATE HIGHWAYS OTHER THAN LIMITED ACCESS HIGHWAYS

All utility readjustments, relocations or removals occasioned by work on state highways other than limited access highways, either under contract or by State forces, shall be subject to the requirements contained in the current edition of the "Highway Encroachment Permit Regulations" prepared by the State, and subject to mutual agreement between the parties concerned in the readjustment, relocation, or removal of the public service facilities, and also subject to the requirements of the Department of Public Utilities Control if they apply.

B. LIMITED ACCESS HIGHWAYS

The following principles shall be applied as far as practicable and shall be subject to mutual agreement with parties concerned in the readjustment, relocation, or removal of public service facilities occasioned by work on limited access highways.

1. It is desirable that public service facility crossings shall be made at grade separation structures and not across the limited access highway between such separation structures.
2. Where the limited access highway passes over a street or highway with a grade separation structure and when no traffic interchange is involved, it may be permissible to carry aerial public service facilities through on the under side of the structure.
3. Where the limited access highway passes under a street or highway, with a grade separation structure provided, the public service facilities shall be located underground wherever practicable.
4. It is desirable that no poles or other aerial facilities shall be located within the right-of-way of the limited access highway or within traffic interchange areas.
5. Where the limited access highway crosses public service facilities, where no highway structure is involved and where the grade elevation of the public service facility is such that it need not be relocated, the public service facility shall be rehabilitated, if required, with materials acceptable to the State.
6. Where multiple utility crossings are required the possibility of grouping in a single structure shall be the subject of special study and disposition.

7. Except for special cases, under strictly controlled conditions, no new utilities will be permitted to be installed longitudinally within the non-access lines.

8. Utilities crossing between highway grade separation structures shall be placed underground on a line generally normal to the highway alignment, with manholes, other access points and appurtenances preferably located outside the non-access line.

9. Overhead lines crossing between highway grade separation structures shall have poles or other supporting structures preferably located outside the non-access lines or at a minimum outside the clear zone.

10. All gas, water, storm, and sanitary sewer facilities passing under a limited access highway shall be constructed of durable materials installed in such a manner as to virtually preclude the necessity of disturbing the roadways for the performance of utility maintenance or expansion operations.

11. Shut-off valves, preferably automatic, shall be located on each side of underground pipeline crossings unless controlled by other sectionalizing devices within a reasonable distance.

12. Reasonable consideration shall be given for future expansion of utilities in the design of structures crossing limited access highways.

13. Access for normal servicing of a utility on or across a limited access highway shall be limited to (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right of way lines connecting only to an intersecting road.

14. Emergency maintenance procedures and special maintenance which may be required within the non-access lines shall be allowed by permit only.

SECTION IV. PERMITS

All construction and reconstruction work proposed by a Utility or Municipality to be performed within lands designated as rights-of-way for state highway purposes occasioned by work on state highways or by any other reason, shall be subject to a permit issued under specifications as described in the current "Highway Encroachment Permit Regulations" issued by the State.

The plans submitted to the District Office of the State in conformance with requirements contained in the "Highway Encroachment Permit Regulations" by a Utility or Municipality will be reviewed by the District Maintenance Manager.

SECTION V. REIMBURSEMENT

GENERAL

A. Where the construction or layout of a state highway obligates a Utility or Municipality to relocate or adjust its public service facilities, there shall be an equitable sharing of the cost, without surcharge, except as hereinafter provided, of labor, materials, equipment, and other services incurred by the Utility or Municipality in making or incident to making changes to its public service facilities required in connection with the work on the state highway project.

- B. Where the reconstruction of a highway which is on the Federal Aid Urban System Network requires the relocation of municipality owned facilities, the State will participate in the net cost of said relocation or removal on the same basis as the cost of constructing said project.
- C. When the construction or reconstruction of a state highway requires the relocation or removal of any other utilities which are located on the Federal Aid Urban System Network the State will participate in the net cost of said relocation or removal in accordance with the provisions of Section 13a-126 of the General Statutes of Connecticut, as revised.
- D. In the case of the construction or reconstruction of a state highway on any other state highway system, the State will participate in the cost of removal or relocation of other than municipality owned utilities at the rate of 100% of the net cost for non-access highways and not less than 50% of the net cost for unlimited access highways.
- E. When the construction of a state highway or any other public highway requires the relocation of municipality owned utilities on unlimited access state highways on the federal system (excluding the federal aid urban system) the State will participate to the extent of the federal participating percentage of the net cost plus fifty percent of the remainder.
- F. The State does not participate in the cost of adjusting public service facilities on local roads which are not part of the Urban System Network or when such adjustments are not required due to the construction of a State highway.
- G. In the case of estimates prepared for "Right-of-Way" utilities agreements, the equitable share of the relocation to be borne by the State shall be one hundred percent of the net cost after deduction of all credits due.
- H. When a public service facility is required to remain in place and in service until the public service facility which replaces it in new location is in service, there shall be an equitable sharing of cost of the new public service facility, provided the value of the materials recovered from the original public service facility shall be deducted from the cost of the new facility. Such value shall be appraised and recorded by representatives of the State and of the Utility or Municipality as covered elsewhere in this policy. Such appraised values will be subject to the review of the State. Except when removal is requested by the State, the cost of salvaging the materials from the retired public service facility shall not exceed the appraised value of the materials as recovered.
- I. The State will make no reimbursement for costs incurred by a Utility or Municipality for work occasioned by private individuals or by the independent requirements of the Utility or Municipality.

JOINTLY-OWNED OR JOINTLY-USED PUBLIC SERVICE FACILITIES

- J. Where the public service facility required to be changed or relocated is jointly-owned or jointly-used by two or more Utilities or Municipalities, each such Utility or Municipality shall inform the State of such joint-ownership or joint-use.

ABANDONED SEGMENTS OF HIGHWAY

K. With the exceptions noted, the State shall not order any public services facility located within, on, along, over, or under any land comprising the right-of-way of a state highway to be readjusted, relocated, or removed from such right-of-way under Sections 13a-126 and 13a-98f of the General Statutes, when a highway is to be relocated, abandoned, or conveyed, unless such public service facility shall be disturbed by construction, or when a fire hydrant shall become inaccessible to fire apparatus because of scarifying the pavement mat and loaming and seeding of the road bed.

If the owner of the public service facility elects to remain on the existing alignment or on the abandoned highway or on State property conveyed, he will do so on the basis of any rights he may have or will acquire. If said owner of a facility, not ordered to relocate by the State, desires to move his facilities to the alignment of the new or relocated highway, he may do so at his own expense.

TEST PITS

L. Whenever the Commissioner of Transportation, acting through a District Engineer, requires a Utility or Municipality to conduct test borings or to excavate test pits to ascertain the exact location, dimensions, or the structural condition of a public utility facility for the purposes of highway or bridge design, the cost shall be shared equitably by the State and the Utility. The State's equitable share shall be in accordance with the provisions of Sections 13a-98f and 13a-126 of the General Statutes of Connecticut as revised. Payment will be provided for by the Transportation District Engineer.

Whenever the State, acting through the Engineer of Utilities, requests a Utility or Municipality to prepare a plan and estimate for the relocation or adjustment of its facilities due to the requirements of proposed state highway construction, and the Utility or Municipality finds that it can comply with this request only by means of borings or test pits, the Engineer of Utilities is authorized to grant permission for the work to be done as a part of the Utility's preliminary engineering, and payment therefor will be made under the provisions of Sections 13a-126 and 13a-98f of the General Statutes of Connecticut, as revised.

REVISION TO PROPOSED PUBLIC SERVICE FACILITY ADJUSTMENTS PRIOR TO PLANNED HIGHWAY CONSTRUCTION

M. Section 13a-126b of the 1987 Revision to the General Statutes entitled "Agreements with public service facility operators for revision of plans of proposed installation", reads as follows:

"The commissioner of transportation is authorized, when in his opinion it would be in the best interest of the state, to enter into an agreement with the owner or operator of a public service facility, as defined in section 13a-126, for the revision, by the owner or operator, of the plans for any proposed public service facility installation when such installation is to be constructed prior to planned highway construction and readjustment or relocation of such installation would be required by the planned highway construction. The added cost of rights-of-way and construction of the public service facility resulting from such revision in plans shall, if the proposed public service facility would have been located within an existing state highway, be paid in accordance with said section 13a-126, or if the proposed public service facility would not have been located within an existing state highway, be paid from appropriations made to the commissioner."

(1967, P.A. 201; 1969, P.A. 768, S. 103.)

FORM NO. CON. 40

N. A daily report of the work performed by the Utility or Municipality is to be shown on FORM NO. CON. 40.

It is necessary to show only the hours worked by each classification, such as laborers, carpenters, masons, foremen, etc. Expenses incurred for subsistence and private car travel may be shown after the labor. Under "Equipment Used" show the type of equipment used (size or capacity), miles traveled, or hours chargeable to the project. On the FORM NO. CON. 40 a brief description of the work performed and the limits by stations shall be shown. Only materials used on permanent plant are to be shown under "Materials and Supplies Used". Such materials are to be entered onto FORM NO. CON. 40 as of the day they are actually incorporated into the work, and not at the time they are requisitioned from Utility stores. Show the item, quantity, and unit. Each individual FORM NO. CON. 40 may be used as the report for more than one day's work, provided that the total record for each day can be completed on the one sheet. All CON. 40 FORMS shall be submitted to the State prior to billing.

FORM NO. CON. 41

O. Temporary material installed, as well as temporary and existing plant material removed from a project, shall be reported on FORM NO. CON. 41, which shall be submitted prior to billing the State. Each temporary item installed shall be listed under "Temporary materials charged to project." At the end of the project, when the permanent work is completed and the temporary material removed, the disposition of major items shall be shown on FORM NO. CON. 41 under "Materials Charged Out of Project", and each item shall be described as junk, scrap, or returned to Stores. "Junk" signifies that the material is unsuitable for recovery of any cost. "Scrap" signifies that it can be sold for some bulk value. Recovered items removed from existing plant shall also be shown under "Materials Charged Out of Project." Each operation shall be checked off as either "Temporary Work" or "Existing Plant Removed."

All CON. 40 and CON. 41 FORMS shall be used for the daily reporting of labor, inspection, supervision or any other related onsite work, as well as equipment and materials used in the work, and will be prepared by the Utility or Municipality.

These forms must be certified by the State inspector, or contracting engineer representing the State, and a representative of the Utility or Municipality.

FORM NO. CON. 82

A form CON. 82 shall be used to report the start and completion of all utility work. After completion of all work for each individual utility, the District shall conduct a final inspection and submit a final CON. 82 to the Chief of Construction and the Transportation Utilities Engineer, Audit Review Unit with statement "Completed utility work inspected and approved on (date)."

SECTION VI. RIGHT-OF-WAY - UTILITIES

A. The Designation "right-of-way - utilities" shall serve to identify those public service facilities or segments thereof that occupy private or public lands through an estate, interest or right in the land. Only those facility plants and operators previously defined shall be considered in this section.

B. The General Statutes of the State of Connecticut do not specifically provide for the adjustment, relocation or removal of a public service facility where it occupies private or public lands through an estate, interest or right in the land and its modification or removal is necessary to accommodate a state highway improvement. In the absense of any statutory direction, the State has the legal approval of the Attorney General to treat the costs to alter a utility plant as a damage consequent to the taking of an interest or a right in land.

C. The basic intents in the processing of a right-of-way utility alteration, to properly accommodate a proposed highway facility, are to eliminate all physical conflicts and to extinguish any interests or rights in the land comprising the highway right-of-way that permit activities that are not compatible with the construction, operation or maintenance of the highway facility; and at the same time, to preserve the functional and operational continuity of the public service facility to serve the interests of the utility owner or operator as well as the general public.

D. The taking of interests and rights in land from utilities, by the State, and the payment of damages are made pursuant to the authority set forth in Section 13a-73 and Section 13a-74 of the General Statutes of Connecticut, as revised, for "land acquisition."

E. The conveyance of interests and rights in land to utilities, by the State, are made pursuant to the authority set forth in Section 13a-80 of the General Statutes of Connecticut, as revised, for "land disposal."

F. Right-of-way-utility conflicts shall be processed as follows:

a. The acquisition of a utility's fee simple interest or other interests or rights in land, required for highway purposes, shall be considered in this policy only when there is an operating public service facility occupying the land and it is determined that said facility will be in physical conflict with construction or operation of the proposed highway improvement. Under all other circumstances, acquisitions will be processed as straight land interest takings by the Office of Rights-of-Way, Department of Transportation.

b. Whenever a public service facility conflict is encountered, the State will initiate a property taking that will extinguish all land rights and interests of the operating utility within the proposed and/or existing highway lines. In all instances the taking will be effected through the filing of a condemnation.

c. The State's reimbursement of the total net cost of the plant adjustments necessary to eliminate areas of conflicts, together with the conveyance of an easement, compatible with the operating requirements of the highway, will generally be considered equitable compensation for damages resulting from the acquisition of a utility's easement or land interests, other than a fee interest, and the alteration of its facilities connected therewith.

d. When a facility conflict occurs on land held in fee, by the utility, the State will acquire the fee interest in the land required for highway purposes by condemnation. Equitable compensation, in this instance, will consist of the fair market value of the fee interest in the land plus the total net cost of the adjustments necessary to eliminate the conflict. Under these circumstances, the utility will have the option of maintaining its facilities on a permit basis, within the highway limits, or purchasing the easement desired, from the State, at its fair market value.

e. A separate formal written agreement, identified in its heading by "R.O.W. - UTILITY ADJUSTMENT," will be executed by the State for each utility having a right-of-way-utility involvement on a project. This agreement will define the areas of conflict, the remedial measures to be undertaken, the necessary property transactions to be consummated and the method of financing.

f. The initial right-of-way utility condemnation will be filed with the Clerk of the Superior Court of the judicial district in which the conflict is located. A damage assessment, equal to 75% of the estimated total net cost of the required facility alterations, will be made available to the utility with its deposit with the Court Clerk. Where the utility has a fee interest in the land an additional amount will be deposited equal to the State's appraised fair market value of the property acquired.

g. An amended condemnation will be filed when the actual total net cost of a facility adjustment has been established by the State's audit of the utility's final billing and its supporting records.

h. The preservation of the continuity of a right-of-way for a relocated public service facility is accomplished by various means, depending on the circumstances of the relocation, as follows:

1. Where the facility conflict can be eliminated by alterations within the limits of the original utility right of way. An easement will be conveyed back to the utility.

2. Where the facility conflict can be eliminated by alterations within the limits of the highway right of way but not within the original utility right of way. An easement will be conveyed to the utility, within the highway limits, at the new location.

3. Where the elimination of a facility conflict requires the removal of the facility from its original right of way to excess highway land and/or private land. An easement, compatible to the utility's original easement, will be conveyed to the utility within the excess highway land.

The utility must purchase the compatible replacement easement from a private land owner. The expense incurred by the utility in consummating such purchase will be reimbursable by the State. The utility's evaluation of private land interests must be reviewed by the Director - Office of Rights-of-Way, before a purchase commitment is made to an owner, to preclude the possibility of competitive buying between the utility and the State with the same land owner.

4. Where facility alterations are made to eliminate a conflict at a highway crossing and the utility right of way abuts the highway but does not extend through the crossing, the utility's rights will be extinguished by the payment of the fair market value of the rights in addition to the alteration costs.

An easement will not be conveyed to the utility, in this instance, but the facility crossing will be maintained on a permit basis and/or in accordance with any applicable statutory authority.

i. Should the Utility or Municipality fail to agree with the amounts set forth in the amended condemnation by the State, the Utility or Municipality may apply to the superior court for the judicial district in which the facility to be adjusted is located, for a reassessment of such damages in accordance with the terms of Section 13a-76 of the General Statutes of Connecticut, as revised.

SECTION VII. PRELIMINARY ENGINEERING

A. The State will participate in the cost of preliminary engineering activities associated with utility relocation work, subsequent to the date the utility is notified by the State that it will be necessary to readjust, relocate or remove its facilities.

Unless specifically authorized, the State will not participate in any costs incurred prior to such notification.

Whenever the Utility or Municipality has the need for engineering services related to effecting such adjustments which cannot be performed by its own forces, it may apply to the State for approval to retain a consulting engineer.

Upon receipt of this request, the State will forward to the Utility or Municipality a current copy of: "A Procedure For Retaining A Consultant Engineer To Render Services In Connection With Adjustments To Public Utilities Affected by State Highway Construction," which indicates the process to be followed as well as the limitations imposed.

SECTION VIII. CONSTRUCTION

A. The State will not participate in any eligible construction cost incurred prior to the date the State or Town issues a notice to the Utility or Municipality to proceed to readjust, relocate or remove its facility.

PERFORMANCE OF WORK

B. Except as stated elsewhere herein or where it is otherwise agreed to by the State, all required changes to the properties of a Utility or Municipality and all work incident to such changes shall be performed by the Utility or Municipality with its own forces or by a contractor paid under a contract let by the Utility or Municipality. No contract to perform any work in connection with such required changes to the properties of a Utility or Municipality shall be entered into unless the contract is awarded by "appropriate solicitation" as defined in Section II, Paragraph K. No such contract shall be entered into except when a clear showing has been made that the Utility or Municipality is not adequately staffed or equipped to perform the work with its own forces, or corporate affiliate nor without the prior approval of the State. Existing continuing contracts, under which certain work is regularly performed for the Utility or Municipality, and under which the lowest acceptable costs are developed, will be held to conform to the above requirements. An equitable share of the cost of all labor, materials, equipment and other service furnished by a Utility or Municipality in connection with the work performed under a contract let by the Utility or Municipality shall be billed directly to the State by the Utility or Municipality, as provided herein,

and shall not be billed by the contractor. The special provisions of such contract shall be explicit in this respect. Such billing to the State may include additives which are found to be reasonable. In no instance shall rates for use of equipment billed by subcontractors exceed those set up in the current edition of: "The Rental Rate Blue Book for Construction Equipment" as modified by the current adjustment table. Each such contract entered into between a Utility or Municipality and a contractor shall contain provisions to enable a representative of the State to audit the cost records and accounts of the contractor as they pertain to the work performed by the contractor on the readjustment of the public service facility.

CONTINUING CONTRACTORS

C. When a Utility or Municipality does not have the available staff or specialized skills and/or equipment to perform the required adjustments to its facilities, it may utilize the services of a Continuing Contractor who has been previously certified to the State as competent to perform the work at satisfactory rates. Such lists shall be furnished to the State on an annual basis. Prior to the use of additional Continuing Contractors on State projects, they must be certified to the State. Such additions may be made at any time between annual submissions.

To qualify as a Continuing Contractor, the Utility or Municipality must certify to the State that:

- (a) Equipment rates do not exceed those listed in the "The Rental Rate Blue Book for Construction Equipment" as modified by the current adjustment table.
- (b) Rates to be charged to the Utility or Municipality for "Highway Work" will not exceed those which would be charged the Utility for "Other than Highway Work."
- (c) The Continuing Contractor shall agree to permit the State and/or the Federal Highway Administration to audit all records pertaining to "Highway Work", should such an audit be considered necessary.
- (d) The Continuing Contractor agrees to maintain all such records for a period of not less than three (3) years from the date of completion of the work by the Continuing Contractor.
- (e) The use of Continuing Contractors is done with the understanding that the Utility or Municipality has no joint ownership interest in their organization, that they have furnished acceptable quotations for performing their work and that this procedure is in the public interest.

INCIDENTAL WORK

D. Incidental work at a cost of less than \$10,000.00 shall be exempt from the requirements of the "appropriate solicitation" process provided it can be demonstrated that the rates to be charged are reasonable.

EMERGENCY WORK

E. Emergency situations which develop at the project site may also be exempt from the "appropriate solicitation" process even though the cost exceeds \$10,000.00 provided that one or more of the following conditions prevail:

- (a) time restrictions do not allow for competitive bidding.
- (b) specialized nature of adjustments restrict number of contractors available to perform the work.
- (c) undue congestion, which would hinder progress of the construction project, would result from the presence of two or more contractors at the site of conflict.
- (d) contractors with necessary skills, labor force and equipment are immediately available at the project site.

In each such situation approval must be requested in writing from the State with a showing that the rates for performance of the work are reasonable.

OVERTIME

F. Overtime work to expedite the completion of adjustments to public service facilities may be required due to industrial, fire protection or community health needs. Minor work such as the completion of backfill in an open trench etc., may be authorized by the State's field representative and does not require formal written application or approval. Approval for more extensive overtime work must be requested by the Utility or Municipality by letter to the District Engineer listing the nature of the problem, the estimated manhours involved, as well as the total estimated cost. If the District Engineer concurs that the requested overtime is in the best interests of the State, the District Engineer shall approve same by letter to the Utility or Municipality.

UTILITY WORK INCLUDED IN STATE CONTRACT

G. When requested to do so by the Utility or Municipality the work required to adjust public service facilities may be included in any contract for highway improvements whenever the Commissioner of Transportation considers it to be in the best interests of the State and the Utility or Municipality.

The Commissioner of Transportation may also include in the contract for highway improvements such additional facilities, provided the expense occasioned by the State thereby shall be paid to the State Treasurer by the Utility or Municipality requesting such additional work, on certification by the Commissioner. Included in such payment shall be a surcharge of ten percent as payment for engineering and undistributed charges.

CONTRACTOR'S BENEFIT

H. The State will not participate in the cost of any change in any public service facilities of a Utility or Municipality, which is made for the benefit or convenience of a contractor.

LIABILITY

I. The Utility or Municipality shall save harmless the State and all its officers, agents and employees from all suits, actions or claims of any name and description, brought for, or on account of, any injuries or damages received or sustained by any persons or property in consequence of performing the work required on any relocation, readjustment or removal of its public service facilities, or of any omission of such work.

Unreasonable delays on the part of any Utility or Municipality in relocating, adjusting, or removing its facilities, after receiving due notice from the State to do so, may make the Utility or Municipality liable to the State's contractor for redress due to the delays he has incurred.

SECTION IX. AGREEMENTS

GENERAL

A. An estimate and set of plans approved by the State submitted by a Utility or Municipality which includes work to be done by the Utility or Municipality on a state highway or a proposed state highway right-of-way shall be the basis for a written agreement to be entered into by the State and the Utility or Municipality. The Agreement shall contain a statement of the work to be performed; the method of financing the cost of such work; the method of accumulating the cost; a clear indication of any betterments, depreciation reserve and salvage which may be involved and a provision for audit by the State and/or the FHWA if deemed necessary. The Agreement shall also incorporate this "Policy and Procedures" by reference. Sample agreements are attached hereto and made a part of this "Policy and Procedures."

Each agreement between the State and a Utility or Municipality must be authenticated by the proper officials.

A copy of the estimate as prepared and submitted by the Utility or Municipality shall be attached to and made a part of the agreement.

When the State's share of the cost of the relocation, readjustment, or removal of a public service facility totals twenty thousand dollars (\$20,000.00) or less, as shown in the estimate submitted by a Utility or Municipality, a letter agreement shall be prepared in lieu of the formal agreement as indicated in the sample contained herein.

It is essential that a completely executed agreement between the State and an Utility or Municipality be achieved prior to the date the Utility or Municipality shall actually begin the work of readjustment, relocation, or removal of its public service facility. In certain instances, however, it may be necessary for the State to order the Utility or Municipality to proceed to readjust, relocate, or remove its public service facility prior to the execution of the agreement. In such instances, the Utility or Municipality, upon receipt of an appropriate order from the State, shall readjust, relocate, or remove its public service facility promptly, in accordance with such order.

CHANGES DURING CONSTRUCTION
(CHANGE IN SCOPE)

B. In the event it is determined that a change from the statement of work contained in the agreement is required, such change shall be authorized only upon the direction of a letter from the State Transportation Commissioner to the Utility or Municipality. The letter shall contain the facts requiring such change and a statement that payment will be made under the provisions of this policy. When an emergency arises, the advance approval of the Commissioner of Transportation or his duly authorized representative may be obtained verbally and subsequently confirmed by a letter as stated above.

In the event that it is determined during construction that a public service facility of a Utility or Municipality shall require readjustment, relocation in, or removal from a highway wherein no changes in the existing facilities of the Utility or Municipality were previously contemplated, the State shall issue a notice to the Utility or Municipality owning or operating the public service facility that readjustment, relocation, or removal will be required. In this case the Utility or Municipality shall furnish the plans, specifications and estimates, and an agreement shall be entered into between the State and the Utility or Municipality as specified elsewhere herein.

FAILURE OF AGREEMENT AS TO COSTS

C. If the State and the Utility or Municipality owning or operating such public service facilities, as are affected by the proposed state highway construction, cannot agree upon the share of the cost to be borne by the State, either may apply to the superior court for the judicial district within which such highway is situated, or, if said court is not in session, to any judge thereof, for a determination of the cost to be borne by the State, and said court or such judge, after causing notice of the pendency of such application to be given to the other party, shall appoint a state referee to make such determination. Such referee, having given at least ten days' notice to the parties interested, of the time and place of the hearing, shall hear both parties, shall view such highway, shall take such testimony as such referee may deem material, and shall thereupon determine the amount of the cost to be borne by the State and forthwith report to the court. If the report is accepted by the court, such determination shall, subject to right of appeal as in civil actions, be conclusive upon both parties.

SECTION X. PLANS

Plans submitted by a Utility or Municipality shall include drawings, on tracing cloth or double matte mylar 3 mill thickness, 22 inches by 36 inches in size, which indicate the plan of the public service facility work.

The plans shall show the existing public service facility to be changed, together with the existing roadway and proposed roadway and the base line of the proposed highway improvement, including its stations. The plans shall comprise an indication of the following conditions of the utility plant: (a) prior to construction; (b) temporary relocation during the period of construction; and (c) intended construction for permanent relocation.

A general location or index plan showing the proposed utility facility relocations or adjustments shall be prepared on projects involving complex adjustments at multiple locations. On all major relocations or adjustments of underground facilities, profiles of existing and proposed facilities shall be prepared. The plans shall also include:

- (1) Standard State Title Block upper right hand corner.
- (2) A note stating that the work shown thereon will be performed by the utility in the upper right hand corner below the title block of each plan sheet, if applicable.
- (3) North arrow.
- (4) Notes providing the minimum vertical clearance of utility wires and cables crossing over roadways of the project.
- (5) Notes stating the voltage of the power line conductors which cross over the roadways of the project.

When the State's share of the estimate of cost submitted by the Utility or Municipality consists of minor work and totals twenty thousand dollars (\$20,000.00) or less, plans will not be required unless specifically requested by the State. When plans are not required, however, the estimate shall contain a comprehensive description of the proposed work and indicate the location of the conflict with the highway construction.

Before approval is given by the State for plans, specifications, and estimates submitted by a Utility or Municipality, they shall be reviewed with special attention to the eligibility for equitable sharing of the cost of the participating items included therein.

SECTION XI. ESTIMATES

Whenever it has become necessary for the public service facility of a Utility or Municipality to be readjusted, relocated in, or removed from a state highway or any other public highway, an estimate of the cost of the work must be submitted to the State by the Utility or Municipality before any agreement for an equitable sharing of costs will be prepared.

The estimate shall contain a detailed and itemized cost of the work to be performed, compiled in the order the items appear in the statement of work.

The estimate shall contain a statement of the number of calendar days expected to lapse between the date of ordering and the date of receiving items of scarce materials and a realistic statement of the number of calendar days expected to be required for the actual construction of the readjustment or relocation of the public service facility, as indicated by the Utility or Municipality, for both temporary and permanent work.

Section 13a-126 of the 1987 Revision to the General Statutes provides that "...In establishing the equitable share of the cost to be borne by the State, there shall be deducted from the cost of the readjusted, relocated, or removed facilities a sum based on a consideration of the value of materials salvaged from existing installations, the cost of the original installation, the life expectancy of the original facility, and the unexpired term of such life use...".

In order to comply with the above quoted portion of Section 13a-126, the estimate must bear the following information:

1. The date and cost of the original installation. The original cost shall be that taken from actual cost records wherever records are available. Where records are not available because the type of installation includes "mass" accounts or the like, or for any other reason, an estimated original cost shall be computed as follows: (a) the average age of the affected section of the installation shall be determined, (b) the cost to construct the installation at today's prices shall be estimated, and (c) the present day construction costs shall be trended back to achieve an estimated original cost for the average age determined. Where original costs are not available from records, the computations indicated above shall be included in the estimate submitted. The cost of the original installation shall include materials, labor, and equipment.

2. The life expectancy of the original facility and the unexpired term of the life use shall be indicated.

3. The value of material which may be salvaged from the existing installation shall be estimated by the Utility or Municipality, subject to subsequent approval of the State.

4. Wherever a public service facility is required to be changed and the Utility or Municipality intends to replace the facility with one having a greater capacity than that of the original facility, the difference in the service capability shall be classed as a "betterment".

The estimate shall include a statement, where applicable, that the Utility or Municipality intends to construct a facility which shall include a "betterment". In these instances in addition to including computations showing the estimated cost of the new facility, the estimate shall include whatever computations are necessary to indicate the difference in cost between replacement of the original and the new facility.

Betterment credit to the project will not be required for additions or improvements which are:

- (a) Required by the highway project.
- (b) Replacement devices or materials which are equivalent but not identical.
- (c) Replacement of devices or materials no longer regularly manufactured with next highest grade or size.
- (d) Required by law under governmental or appropriate regulatory commission code.

5. Where an existing facility is to be removed and then replaced by a new facility, the estimate shall include a Depreciated Reserve credit for the used life of the replaced facility, based on the following formula:

$$\text{Depreciated Reserve} = \frac{\text{years of used life} \times \text{original cost of construction}}{\text{years of expected life}}$$

This Depreciated Reserve credit shall be adjusted at the time of final audit to reflect the actual years of used life at the time of replacement.

6. Where an existing facility is to be removed and will not be replaced by a new facility, the State will not receive any Depreciated Reserve or Salvage Credit, nor will it reimburse the Utility or Municipality for the cost of such removal.

7. A brief summary shall be included in the estimate showing the items of the following example insofar as they apply:

Estimated cost of new installation	\$200,000.00	
Estimated net cost of temporary work	<u>50,000.00</u>	
Total estimated cost of new facility		\$250,000.00

Deductions:

Betterment	\$3,000.00	
Salvage	2,000.00	
Depreciated Reserve	<u>4,000.00</u>	
Total estimated deductions		<u>\$ 9,000.00</u>

Net estimated cost of new facility	\$241,000.00
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10% Contingency	<u>\$ 24,100.00</u>
Total net estimated cost	<u>\$265,100.00</u>

Estimated equitable share to be borne by the State	<u> *</u>
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Difference to be borne by the Utility or Municipality	<u> </u>
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* Amount varies in accordance with percentage of State participation as shown in Section V "Reimbursement."

Sample estimates showing methods of arriving at the net estimated cost of the new facility are attached hereto and made a part of this "Policy and Procedures".

SECTION XII SPECIFICATIONS

Detailed specifications for each item to be included in the State's contract are required. They shall include: a description of the items, material to be used, construction methods, method of measurement and basis of payment.

SECTION XIII LABOR COSTS

GENERAL

A. There shall be an equitable sharing of salaries, wages and related expenses paid by the Utility or Municipality to individuals for the time worked on the project when supported by adequate records. This includes labor associated with preliminary engineering, construction engineering, right-of-way, and force account construction.

B. There shall be an equitable sharing of the actual cost to an Utility or Municipality for the services of general engineering, legal and administrative direction for time directly worked on the project when the work performed by the individuals is essential to the project and could not have been accomplished as economically by employees outside the overhead organization. This cost shall not exceed five (5) percent of the total salaries and expenses billed to a project for services of employees outside the overhead organization.

C. Where a Utility or Municipality is not adequately staffed with engineers, architects, and others required to prosecute the work to be performed in connection with the making of public service facility changes which are required by the work on a state highway project, there shall be an equitable sharing of the costs of the technical services provided by its consulting engineer, provided prior approval is given by the State.

D. Additional labor costs incurred on the construction of a portion of a public service facility which is a "betterment", under the provisions of this policy, will not be included in the cost to be equitably shared.

E. There shall be an equitable sharing of the cost of actual salaries and expenses paid by an Utility or Municipality to employees who are directly engaged in the billing of cost to the State and to employees who are directly engaged in essential accounting at the site of the project.

F. There shall be an equitable sharing of labor surcharges and fringe benefits the Utility or Municipality has established for the benefit of its employees. The cost of labor surcharges will be reimbursed at actual costs to the Utility or Municipality or, at the option of the Utility or Municipality, at rates computed from the experience of the previous calendar year as shown in the following example:

1. Authorized Absences: These shall include, but not be limited to, vacation, holiday, sick leave, military leave and personal leave.

2. Other Fringe Benefits: These shall include, but not be limited to, the actual cost to the Utility or Municipality for pension expense, hospital and major medical insurance and group life insurance.

FFF = Payroll Base which shall be calculated as follows:

Total Payroll		XXX
Less: Overtime Premium	AAA	
Other Premium payments		
in excess of base pay	<u>BBB</u>	
	CCC	<u>CCC</u>
Total Payroll - Straight Time		DDD
Less: Vacation, Holiday		
Sick Leave and		
Other Authorized Absences		<u>EEE</u>
Payroll Base		FFF

** Authorized Absence Rate (1) = $\frac{*Authorized\ Absence\ pay}{Payroll\ Base\ (FFF)}$

** Fringe Benefit Rate (2) = $\frac{*Cost\ of\ Fringe\ Benefit}{Payroll\ Base\ (FFF)}$

* Previous Calendar Year

** 1 and/or 2 are to be applied to the straight time payroll on a project to project basis.

Thrift and bonus accounts granted by an Utility or Municipality will not be considered as an eligible expense.

INSURANCE

1. When the Utility or Municipality is a self-insurer, there may be reimbursement at experience rates properly developed from actual costs, provided that said rates shall not exceed those charged by a regular insurance company for the class of employment covered.
2. Unless it has been the policy of a Utility or Municipality to carry insurance regularly with an insurance company on its own construction and maintenance projects and operations insurance premiums paid to an insurance company by a Utility or Municipality, for protection incident to the employment of labor engaged in making changes required in connection with the work on any state highway project, will not be included in the equitable sharing of costs except where the approval of the State for the purchase of such protection is given prior to the date on which the forces of the Utility or Municipality begin work on the project.
3. The equitable sharing of the cost of workmen's compensation insurance to Utilities or Municipalities which are self-insurers and which have not developed acceptable rates of self-insurance will be limited to a rate which is not in excess of three and one-half percent of the salaries and wages paid to employees.
4. The equitable sharing of the costs of public liability and property damage insurance to Utilities and Municipalities which are self-insurers and which have not developed acceptable rates of self-insurance will be limited to a rate which is not in excess of one percent of the salaries and wages paid to employees.

SECTION XIV. MATERIALS AND SUPPLIES

PROCUREMENT

A. Except for minor quantities and proprietary products, all items of materials and supplies which are required in the work to be performed by a Utility or Municipality in connection with the work on a state highway project, which cannot be furnished from the Utility or Municipality stock, shall be purchased under competitive bids. This shall not be construed to prohibit a Utility or Municipality from purchasing materials or supplies under existing continuing contracts or practice under which the lowest acceptable prices are developed, nor to require a Utility or Municipality to change its existing standards for items of materials which are used in the permanent changes to its public service facilities.

COSTS

B. There shall be an equitable sharing of the cost of materials and supplies as follows:

1. Items furnished from stock shall be billed at the current stock prices for new or used materials at the time of issue.
2. Those items not furnished from stock shall be billed at actual cost to the Utility or Municipality delivered to the project site.
3. A reasonable cost for plant inspection and testing may be included when such expense has been incurred. The computation of actual cost shall include the deduction of all offered discounts, rebates, and allowances.
4. The cost of rehabilitating rather than replacing existing utility facilities to meet the requirements of a project is reimbursable, providing this cost does not exceed replacement cost.

C. Material recovered from temporary use and accepted for reuse by the Utility or Municipality shall be credited to the project at prices charged to the project less a consideration for loss in service life of not more than ten percent.

D. Material recovered from permanent plant removed which are accepted by the Utility or Municipality for return to stock shall be credited to the project at the current stock prices of such used materials.

E. Materials recovered and not accepted for reuse by the Utility or Municipality, shall be sold to the highest bidder, if determined to have a net sale value. If the Utility or Municipality practices a system of periodic disposal by sale, credit to the project shall be at the going prices supported by the records of the Utility or Municipality.

F. When a Utility or Municipality retains a temporary utility innstallation as a permanent installation there shall be credited to the project an amount equal to the material cost of the facility less a measure of depreciation not to exceed ten percent.

G. Except for the cost of the cleanup required to leave the site of a project in a neat and presentable condition, the cost for removing, handling, and transporting materials, following release from temporary use, shall not exceed the value to be credited for the materials recovered.

H. There shall be an equitable sharing of the actual and direct cost of handling and loading of materials and supplies at utility stores and material yards and of unloading and handling recovered materials accepted by the utility at its stores or material yards. In lieu of actual costs, average rates which are representative of actual costs may be used if approved by the State. Said representative rate shall not exceed ten percent (10%), of the amount billed to the project for materials and supplies issued from utility stores or material yards or ten percent (10%) of the value of recovered material.

SECTION XV EQUIPMENT

A. There shall be an equitable sharing of the average or actual cost of operation, minor repair and depreciation of municipality-owned equipment. When insufficient data is available for the Municipality to develop its own rates, the States current Equipment Rental Rates will be used for force account work only.

B. There shall be an equitable sharing of the average or actual cost of operation, minor repair and depreciation of utility-owned equipment for force account work.

C. When the Utility or Municipality does not have the necessary equipment available, the equitable sharing of the cost will be limited to the amount paid the lowest qualified bidder or the amount charged under existing continuing contracts. In no event shall the rental rates exceed those established in the current edition of the "Rental Rate Blue Book for Construction Equipment," as modified by the latest adjustment table.

D. There shall be an equitable sharing of salaries, wages and expenses of equipment operators as well as those employees engaged in the maintenance of equipment.

E. There shall be an equitable sharing of the operating cost of motor vehicles used for employee transportation at rates which the Utility or Municipality has established for its own operations. Where no rates have been established, a rate of up to 20.5 cents per mile will be allowed.

F. The equitable sharing of cost for the use of small tools on a project will be limited to the reasonable loss or damage during the period of use when such loss or damage is not due to negligence. Claims for such loss or damage should be billed in detail.

SECTION XVI TRANSPORTATION

A. There shall be an equitable sharing of the cost of transporting utility employees to the project site, including the cost of sleeper fares when night travel is involved, not to exceed the lowest first class rate.

B. There shall be an equitable sharing of the cost for the movement of materials, supplies and equipment to the project and necessary return to storage including the associated cost of loading and unloading equipment.

C. When transportation of employees, materials, supplies or equipment is provided by utility or municipality owned truck or automobile, no reimbursement will be made as such cost is to be considered included in the remuneration for the use of said equipment.

SECTION XVII. UTILITY BILLING PROCEDURE

PARTIAL BILLINGS

A. Partial billings of incurred costs may be made to the State by a Utility or Municipality and should be submitted to the State monthly.

Payment will be made by the State for these costs, based on 90 percent of the State's share billed, the total not to exceed 90 percent of the State's equitable share of the approved estimated cost. These payments are based on a certification of expenditures by an authorized official of the Utility or Municipality.

Billing shall be submitted on State Form No. CLA-3 in triplicate, and shall be designated as "Partial Bill No. _____", and shall indicate the date of the State/Utility Agreement. The bill shall show the date on which the first work was performed or on which the earliest item of billed expense was incurred and the date on which the last work was performed. If the billing includes costs which will be reimbursed from different types of funds, the billings shall be separated, and shall be properly identified. The letter forwarding the final billing should indicate the location where the records and accounts of the costs incurred can be audited by the State and or the FHWA. If the final billing has not been submitted within six (6) months of the completion of the project by the State, the work order will be cancelled and no funds will be available for payment.

B. All the billing forms shall include a general statement of the work performed, location of the project, Town, State Project No., and, if applicable, the Federal Aid Project No., and Vendor Number and shall be submitted in triplicate.

All billings shall be supported by the details of cost, and shall include all credits to the State. These details shall be shown on a daily basis to permit verification by executed CON.40 and CON.41 forms.

C. A daily breakdown of labor, equipment, and materials shall be shown as follows:

a. Labor

Labor shall be shown by classification of employees, actual hours worked per day, rates per hour, and the total hours for the billing period.

Overtime rates shall be designated as O.T.

Expenses for subsistence and private car travel shall be shown separately.

A summary of labor costs shall be shown, along with any utility sponsored benefits, taxes, and insurance.

b. Equipment

Equipment charges are to be shown by type of equipment used, its size and capacity, the days or hours chargeable to the project, and the rates.

Rented or sub-contractor's equipment chargeable to the project shall conform to the nomenclature used in the "Rental Rate Blue Book for Construction Equipment."

Cost will be limited to the amount of rental paid.

c. Material

Material used shall be shown separately.

A description of the material used, quantity, unit cost, amount, and the period during which the material was used shall be indicated.

Minor items of material used may be shown as a percentage of major items, based upon past experience computations, provided prior written approval has been obtained from the State.

The disposition of salvaged material shall be shown separately; the amounts of temporary material charged to a project, and the value recovered from temporary plant should be segregated from material salvaged from existing plant.

FINAL REIMBURSEMENT

D. Before final reimbursement is made by the State for the cost of the work performed by a Utility or Municipality, the cost records and accounts of the Utility or Municipality will be audited by a representative of the State and/or the FHWA for the propriety of the charges and for the determination of reimbursable actual costs.

Depreciation Reserve credits shall be adjusted to reflect the used life of a facility at the time of replacement.

During the audit of the records and accounts which support the billed costs, the representative of the State will discuss all items of costs to which exceptions may be taken, or on which comments may be made, with representatives of the Utility or Municipality. The Commissioner of Transportation will refer one copy of the exception taken, and of comments made, directly to the Utility or Municipality. The Utility or Municipality shall transmit one copy of its statement of explanation or rebuttal to the State within thirty (30) days, following the receipt of the audit exceptions and comments, or advise the State in writing as to the date on which the statement will be transmitted.

Final payment will be made after final audit by the State and/or the FHWA, and after all exceptions have been resolved.

EXPERIENCE RATES

E. A Utility or Municipality may submit to the State, for approval, experience rates for: utility sponsored benefits; general, legal, and administrative costs; vacations and holidays; workmen's compensation; payroll taxes; and public liability and property damage insurance costs. To be reimbursable the utility sponsored benefits must be a perquisite of the employee and the obligation of the employing Utility or Municipality. A breakdown of the leading costs showing percentage of each benefit, perquisite, payroll tax, and other allowances, in relation to the total direct labor payroll, may be submitted for approval. Upon approval, these percentage rates may be applied to any bill submitted by the Utility or Municipality until revised. Each year a new set of rates, based upon the previous year's experience, shall be submitted for approval. However, if a Utility or Municipality customarily establishes its costs on percentage rates based on the current year's experience, these rates may be used.

APPENDIX

SAMPLE AGREEMENTS AND ESTIMATES

Service Road: Install certain permanent conductors and appurtenances on poles to be installed by the Southern New England Telephone Company. Install certain permanent manholes, conduits, conductors and appurtenances at no cost to the State. Remove certain existing conductors and appurtenances.

Jennings Road: Install certain permanent manholes, conduits, conductors and appurtenances. Remove certain existing conductors and appurtenances.

Weston Street: Install certain permanent poles and shift existing conductors. Install certain permanent manholes, conduits, conductors and appurtenances under Route I-91 to the Metropolitan District pump station.

Windsor Avenue: Install certain permanent poles, aerial and underground conductors and appurtenances. Install and later remove certain temporary pole, conductors and appurtenances. Remove certain existing poles, conductors and appurtenances. Replace duct structure through the Meadow Brook bridge.

West Frontage Road and Bina Avenue: Install certain permanent conductors and appurtenances on poles to be installed by the Southern New England Telephone Company. Remove certain existing conductors and appurtenances.

Meadow Road: Shift existing conductors and appurtenances to poles to be installed by the Southern New England Telephone Company.

The Utility shall diligently perform all work necessary for the complete Installations and Adjustments of said electric facilities and will comply with all requirements of the State. All Utility Installations and Adjustments shall be completed within a reasonable time.

The Installations and Adjustments, as herein provided for, are shown on certain plan sheets submitted by the Utility and designated Sheet Nos. B-1 thru B-8 of the plans of the Connecticut Department of Transportation, Plan for The Reconstruction of Interstate Route 91 in the Towns of _____, State Project No. _____, Federal Aid Project No. _____. Said plans are hereby made a part of this Agreement by reference thereto.

The Utility shall assume full responsibility for the accuracy of all data, design and other products of engineering work created, prepared or produced by it, as shown on the aforementioned plan sheets, supporting specifications or other pertinent documents relative to the Installations and Adjustments, as herein provided for under the terms of this Agreement, and it shall also assume full responsibility for all costs of every name and description, which may be incurred by the State as a result of any errors or omissions contained in said plans, specifications or other supporting documents, provided, however, the Utility shall have no such responsibility with respect to any inaccuracies, errors or omissions resulting from inaccuracies, errors or omissions on or in any plans, drawings or other data furnished to the Utility by the State or its contractors. The State recognizes that the Installations and Adjustments proposed by the Utility, and the estimated cost thereof, assume the accuracy of plans, drawings and other data furnished by the State or its contractors, and in the event any such plans, drawings or other data shall contain inaccuracies, errors or omissions requiring the modification of the Installations and Adjustments, and proposed by the Utility, the same and the cost thereof shall be modified as required.

The estimated cost of the Installations and Adjustments, as herein provided for, including all appurtenances, is set forth in the estimate attached hereto, entitled: "

; TOWNS: ; STATE PROJECT NO.: ; FEDERAL AID PROJECT NO.: ; DATE: ;" herein referred to as the Estimate. Said Estimate is hereby made a part of this Agreement.

Said Estimate shall take into consideration (a) any costs in excess of those required to provide a facility of equal capacity; (b) the value of materials salvaged from existing installations; and (c) depreciation reserve credits as determined by the cost of the original installation, the life expectancy of the original facility, and the unexpired term of such life use. If said Estimate does not accurately incorporate the deductible values referred to herein, then appropriate adjustments shall be made by the State in its intermediate or final audits of cost, after completion of the work and before final payment is made to the Utility.

The State's equitable share of the cost of the Installations and Adjustments of the affected utilities, as herein provided for, and as shown on the aforementioned plans and included in the Estimate, shall be in conformance with the provisions of Section 13a-126 of the General Statutes of Connecticut, as revised. Whereas, said utility Installations and Adjustments are required by the construction of a State-maintained highway, on which access is not limited, the equitable share of the net cost of the work to be borne by the State shall be 50 percent of the cost of readjustment, relocation or removal after the deductions provided under Section 13a-126 of the General Statutes of Connecticut, as revised.

The Installations and Adjustments, as herein provided for, shall be governed by the rules established by the State, entitled: "Public Service Facility Policy and Procedures for State Highways in Connecticut," dated June 1, 1987, and "A Policy on the Accommodations of Utilities on Highway Rights-of-Way," dated April 1, 1977, and by "Title 23, Code of Federal Regulations, Part 645; Subpart A and Subpart B" dated June 14, 1985, and subsequent revisions or supplements, issued by the U.S. Department of Transportation, Federal Highway Administration, hereinafter referred to as the Federal Highway Administration.

The State will request reimbursement from the Federal Government for a portion or all of its share of the cost of utility Installations and Adjustments, as provided for in this Agreement, in accordance with the provisions of "Title 23, Code of Federal Regulations, Part 645; Subpart A," and subsequent revisions or supplements. The records and accounts of the Utility shall be made available in the Utility's office for audit, upon request, by authorized representatives of the State and/or the Federal Highway Administration.

Preliminary Engineering on this Project is chargeable to the Agreement between the State and the Utility, dated .

This Agreement approves the Installations and Adjustments as herein provided for, by the Utility with its own forces and by approved continuing contractors but does not authorize any work to be done by other contractors or any other utility company, except for certain minor contract work which is unanticipated until actually required. Approval, by the State, of other contractors doing work under this Agreement may be granted on the basis of a contract being awarded by the Utility to the lowest qualified bidder from a minimum of three bids submitted. On receipt of written approval from the State, the Utility may award a contract for such work. The State reserves the right to reject any or all bids for such work.

The Utility shall prepare certain report forms required for the State's review of the Utility's billing of costs. State Form CON.40 shall be used for the daily reporting of labor, inspection, supervision or any other related on-site work, as well as equipment and materials used in the work, and will be prepared by the Utility and certified by a representative of the State and the Utility. Material used and recovered on temporary work, as well as permanent plant items removed, shall be reported on State Form CON.41 in the same manner, as required.

The Utility agrees to permit the State, Federal Government and/or their duly authorized representatives to examine, review, audit and/or copy any records, books or other documents of the Utility relative to all charges, including charges for extra work, settlement of claims, alleged breaches of this Agreement, charges of Continuing Contractor for work performed by the Continuing Contractor for the Utility on other than State highway work or any other matter involving expense to the State.

The Utility agrees that it shall preserve all of its records and accounts concerning the implementation of this Agreement for a period of three (3) years after final payment under this Agreement. In any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

All authorized actual and related indirect costs shall be accumulated under a work order or a job order accounting procedure, acceptable to the Commissioner, and permitted by the regulations of the Department of Public Utility Control.

The Utility shall utilize the Contractor's Exempt Purchase Certificate where appropriate for materials, supplies and services for work performed under the terms of this Contract or Agreement.

All requests for payment shall be submitted on State Form CLA.3, together with pertinent vouchers and cost records, and shall be subject to audit by the State.

Upon demand of the Utility, partial payments will be made by the State for incurred cost, based on 90 percent of the State's share billed, the total not to exceed 90 percent of the State's equitable share of the estimated cost, as indicated in the said Estimate.

The final bill, covering the State's equitable share of all costs incurred, shall be submitted to the State within a period of six months from the time that the utility work will have been completed.

Final payment will be made for actual cost incurred, after final audit and after all exceptions have been resolved.

The Utility hereby acknowledges and agrees to comply with the policies enumerated in Administrative Memorandum No. 4 dated November 18, 1981 (Reissued December 3, 1985) Re: State Employee Code of Ethics, a copy of which is attached hereto and made a part hereof.

The Utility shall comply with the Regulations of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21) issued in implementation of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC. 2000d to 2000d-4, and Appendix "CR" attached hereto, both of which are hereby made a part of this Agreement. Further, the Utility agrees and warrants

that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the Utility that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. If the Agreement is for a public works project, the Utility agrees and warrants that it will make good faith efforts to employ Minority Business Enterprises as subcontractors and suppliers of materials on such project. The Utility further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Utility as relate to the provisions of this Section and Section 46a-56 of the Connecticut General Statutes as revised.

No maintenance of the Utility's electric facilities will be performed from within the non-access limits of said highway, except as may be provided for in the "Agreement For The Maintenance Of Public Utility Facilities Crossing The Segments Of The National System Of Interstate And Defense Highways Located Within The State Of Connecticut," between the State and the Utility, dated July 17, 1961.

The Utility is hereby put on notice that Section 4-114a of the Connecticut General Statutes entitled "Nondiscrimination Clauses in State Contracts" has been expanded to include certain definitions, factors to be considered in determining good faith efforts, the need for documentation of such good faith efforts, and a mandate to the Commission on Human Rights and Opportunities to adopt regulations implementing state law.

This Agreement is subject to the provisions of Governor's Executive Order No. Three promulgated June 16, 1971, and as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the attached Executive Order No. Three is incorporated herein and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion.

The Utility agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. A copy of said Guidelines is attached and hereby made a part of this agreement.

This Agreement is executed subject to the Governor's Executive Order No. 17, a copy of which is attached hereto and is hereby made a part of this Agreement. Governor's Executive Order No. 17 requires, inter alia, that all contractors and subcontractors shall list all employment openings with the Office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered. Failure of the Utility to conform with the requirements of the Governor's Executive Order No. 17 and any orders, rules or regulations issued pursuant thereto shall be a basis for termination of this Agreement by the State.

The Utility agrees that the attached Appendix MB entitled "Administrative Memorandum No. 198, Subject: Requirements of Title 49, CFR Part 23," dated March 17, 1987, is hereby made a part of this Agreement. The State advises the Utility that failure to carry out the requirements set forth in Appendix MB: Requirements of Title 49, CFR Part 23, shall constitute a breach of contract and may result in termination of the Agreement by the State or such remedy as the State deems appropriate.

Any official notice from one party to the other party (or Parties), in order for such notice to be binding thereon, shall:

(a.) - be in writing addressed to:

(i) when the State is to receive such notice -

Commissioner of Transportation,
Connecticut Department of Transportation,
24 Wolcott Hill Road,
P.O. Drawer A.,
Wethersfield, Connecticut 06109;

(ii) when the Utility is to receive such notice -

the person(s), acting herein as signatory for
the Utility receiving such notice;

(b.) - be delivered in person or be mailed United States
Postal Service - "Certified Mail" to the address
recited herein as being the address of the
party (ies) to receive such notice; and

(c.) - contain complete and accurate information in
sufficient detail to properly and adequately
identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party (ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

Utility Address:

Agreement No.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
Department of Transportation
J. William Burns, Commissioner

Sign: _____
Print: _____

BY: _____ (Seal)
Robert W. Gubala
Chief Engineer
Bureau of Highways

Sign: _____
Print: _____

Date: _____

Sign: _____
Print: _____

BY:
Sign Name: _____ (Seal)
Print Name: _____
Print Title: _____

Sign: _____

Date: _____

APPROVED AS TO FORM:

Attorney General

Date: _____

(SAMPLE ESTIMATE)

THE _____ COMPANY

Date:
Page 1 of 9

TOWNS: STATE HIGHWAY PROJECT NO.

PROJECT: Reconstruction of Interstate Route I-91

TITLE: Estimate of electric distribution work to be done and materials to be furnished by The _____ Company's Electric Operations Department to conform with the proposed State of Connecticut highway construction

LOCATION: Weston Street, Riverside Park Road, Jennings Road, East Service Road, West Service Road, Windsor Avenue (Route 159), Meadow Road, Rosemont Avenue, Olga Avenue, Bina Avenue, Matianuck Avenue and Service Road

DESCRIPTION: 1. New Permanent Facilities

Install 7 each 30' jointly owned (SNET custodian) poles and fixtures
44 each 35' jointly owned (SNET custodian) poles and fixtures
19 each 40' jointly owned (SNET custodian) poles and fixtures
2 each 45' jointly owned (SNET custodian) poles and fixtures
6 each 35' fully owned (CL&P) poles and fixtures
12 each 40' fully owned (CL&P) poles and fixtures
7 each 6 kv line lightning arresters
33 each 18 kv line lightning arresters
3 each 5 kv line cutouts
28 each 23kv line cutouts
42 each street lights
10 each manholes 6' x 14' x 7'
10 each 4" risers
2 each 6" risers
24910 feet of 1/0 ACSR, 1/C bare conductor
8345 feet of 1/0 A1 triplex cable
320 feet of 1/0 A1 quadruplex cable
270 feet of #6 A1 duplex cable
95 feet of #1 A1, 3 CT, 25 kv cable
910 feet of 4/0 A1, 3 CT, 25 kv cable
190 feet of 350 MCM Cu, 3/C, 25kv cable
2033 feet of 500 MCM Cu, 3/C, 25kv cable
105 feet of 4/0 A1, 3 CT, 600v, cable
35 feet of 4/0 A1, 4 CT, 600v, cable
2658 feet of 4/0 Cu, 1/C U.G., bare conductor
3237 feet of 6" FG conduit in bridge
2100 feet of 4" PVC conduit in concrete
11496 feet of 6" PVC conduit in concrete

DESCRIPTION 2. Remove Existing Facilities

Remove 6 each 30', jointly owned (SNET custodian) poles and fixtures
 20 each 35', jointly owned (SNET custodian) poles and fixtures
 38 each 40', jointly owned (SNET custodian) poles and fixtures
 8 each 45', jointly owned (SNET custodian) poles and fixtures
 1 each 30', fully owned (CL&P) pole and fixture
 19 each 35', fully owned (CL&P) poles and fixtures
 9 each 40', fully owned (CL&P) poles and fixtures
 6 each 6kv line lightning arresters
 9 each 18kv line lightning arresters
 3 each 5kv line cutouts
 23 each 23kv line cutouts
 43 each street lights
 6 each 4" risers
 1 each 6" risers
 35535 feet of 1/0 ACSR, 1/C bare conductor
 5418 feet of 1/0 ACSR, 1/C bare street light conductor
 1647 feet of 1/0 ACSR, 1/C poly conductor
 125 feet of 1/0 A1 quadruplex cable
 1283 feet of 1/0 A1 triplex cable
 2385 feet of 1/0 Cu, 1/C, covered conductor
 330 feet of 1/0 Cu, 3/C, 5kv, under bridge cable
 3489 feet of 2/0 Cu, 1/C, bare conductor
 180 feet of 336 A1, 1/C, poly conductor
 180 feet of 350 MCM, Cu, 3/C, 25kv cable
 180 feet of 4 A1, quadruplex cable
 170 feet of 4 A1, triplex street light cable
 6414 feet of 4 Cu, 1/C covered conductor
 1217 feet of 4 Cu, 1/C, covered street light conductor
 525 feet of 4/0 A1, 1/C, bare conductor
 120 feet of 4/0 A1, 3CT cable
 90 feet of 4/0 Cu, 1/C, U.G. bare conductor
 150 feet of #6 A1, duplex cable
 810 feet of 3½" steel conduit in bridge

3. Temporary Facilities

Install 1 each 40', jointly owned (SNET custodian) pole and fixture
 2 each 35', fully owned (CL&P) pole and fixture
 8 each 40', fully owned (CL&P) poles and fixtures
 2 each 45', fully owned (CL&P) poles and fixtures
 3 each 6kv line lightning arresters
 3 each 18kv line lightning arresters
 3 each 5kv line cutouts
 1 each 4" riser

3. Temporary Facilities

Install	7352 feet of 1/0 ACSR, 1/C, bare conductor
	331 feet of 1/0 Al, triplex cable
	55 feet of 4/0 Al, 3CT, 25kv, cable
	55 feet of 4/0 Cu, 1/C, U.G., bare conductor
	55 feet of 4" PVC conduit in concrete

Remove temporary facilities upon completion of new permanent facilities.

SUMMARY OF ESTIMATE

<u>Item</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
1.	Estimated Cost of New Facilities	414,966.31	
2.	Estimated Cost of Removal of Existing Plant	28,361.54	
3.	Estimated Net Cost of Temporary Work	21,534.00	
4.	Gross Estimated Cost of Relocation		464,861.85
*5.	Estimated Betterment Cost	- 0 -	
*6.	Estimated Depreciation Reserve	35,749.50	
*7.	Estimated Salvage	4,604.69	
8.	Total Estimated Deductions		- 40,354.19
9.	Net Estimated Cost of Relocation		424,507.66
10.	Contingencies (10% of Line 4)		46,486.19
11.	Total Net Estimated Cost of Relocation		470,993.85
12.	Estimated Equitable Share to be Borne by the State		470,993.85
13.	Difference to be Borne by the Company		- 0 -

*Betterment cost, depreciation reserve, and salvage will be reevaluated after completion of the job.

DETAILS OF ESTIMATE1. Estimated Cost of New Facilities

Material	166,011.72	
Stores Expense	31,999.93	
Labor	98,741.00	
Equipment	32,858.03	
Contractor	6,500.00	
E&S/AS&E	78,855.63	
		414,966.31

2. Estimated Cost of Removal of Existing Facilities

Labor	14,216.65	
Equipment	4,038.37	
Contractor	0	
E&S/AS&E	10,106.52	
		28,361.54

3. Estimated Cost of Temporary Facilities

Material	0	
Stores Expense	0	
Labor	10,237.00	
Equipment	3,040.00	
Contractor	1,500.00	
E&S/AS&E	6,757.00	
		21,534.00

4. Gross Estimated Cost of Relocation 464,861.855. Betterment Credit

NONE

DETAILS OF ESTIMATE (Continued)6 & 7. Depreciation Reserve and Salvage

Expected Life: Poles and fixtures - 35 years
 Underground Conductors - 40 years
 Overhead Conductors - 33 years
 Street Light Conductors - 22 years
 Cutouts (Line) - 33 years
 Arresters (Line) - 33 years
 Street Light Fixture - 22 years
 Conduit - 60 years

Calculated for the year 1986.

<u>Quantity</u>	<u>Item</u>	<u>Year</u>	<u>Original Cost</u>	<u>Used Life</u>	<u>Depreciation Reserve</u>	<u>Salvage Scrap</u>
<u>50% Owned Poles and Fixtures</u>						
2	30 Ft Pole	1953	223.58	33	210.80	
1		1956	157.75	30	135.21	
1		1957	162.78	29	134.87	
2		1962	415.68	24	285.04	
1	35 Ft.Pole	1944	43.18	35	43.18	
2		1951	195.76	35	195.76	
3		1952	306.30	34	297.55	
2		1953	229.30	33	216.20	
2		1954	259.26	32	237.04	
7		1955	974.75	31	863.35	
1		1957	169.25	29	140.24	
1		1975	657.61	11	206.68	
1		1980	320.20	6	54.89	
1	40 Ft.Pole	1930	35.20	35	35.20	
1		1952	104.75	34	101.76	
2		1954	272.18	32	248.85	
2		1955	297.42	31	263.56	
1		1956	176.33	30	151.14	
1		1957	181.52	29	150.40	
1		1959	199.94	27	154.24	
2		1961	501.46	25	358.19	
1		1962	227.60	24	156.07	
3		1963	642.24	23	422.04	
3		1965	686.64	21	411.98	
13		1966	2945.41	20	1683.09	
6		1968	1729.20	18	889.30	
1		1984	318.38	2	18.19	

DETAILS OF ESTIMATE

Page 7 of 9

<u>Quantity</u>	<u>Item</u>	<u>Year</u>	<u>Original Cost</u>	<u>Used Life</u>	<u>Depreciation Reserve</u>	<u>Salvage Scrap</u>
1	45 Ft. Pole	1964	241.26	22	151.65	
1		1965	256.41	21	153.85	
4		1966	994.72	20	568.41	
1		1969	355.39	17	172.62	
1		1982	455.31	4	52.04	

100% Owned Poles and Fixtures

1	30 Ft. Pole	1953	124.33	33	117.23	
9	35 Ft. Pole	1953	1305.00	33	1230.43	
1		1955	174.63	31	154.67	
1		1959	225.16	27	173.69	
1		1966	265.56	20	151.75	
1		1967	280.99	19	152.54	
1		1973	692.74	13	257.30	
3		1978	1400.73	8	320.17	
1		1979	495.30	7	99.06	
1		1984	602.91	2	34.45	
2	40 Ft. Pole	1955	391.02	31	346.33	
3		1966	850.29	20	485.88	
2		1976	1479.38	10	422.68	
1		1977	949.55	9	244.17	
1		1979	793.03	7	158.61	
Total Poles			24,767.38		13,512.35	

Conductors and Devices

1819	1/0 ACSR 1/C					
	Bare	1961	680.31	25	515.38	
1002		1963	315.63	23	219.98	
629		1964	244.05	22	162.70	
771		1965	312.25	21	198.71	
4325		1966	1989.50	20	1205.76	
24857		1967	11931.36	19	6869.57	
1432		1970	950.85	16	461.02	
78		1976	56.94	10	17.25	
505		1978	422.68	8	102.47	
117		1981	99.45	5	15.07	2328.25
3816	1/0 ACSR 1/C	1966	1755.36	20	1595.78	
	Bare St.Lt.					
1602		1967	768.96	19	664.10	354.99
249	1/0 ACSR 1/C					
	Cov.	1967	139.94	19	80.57	
580		1974	681.50	12	247.82	

DETAILS OF ESTIMATE (Continued)

<u>Quantity</u>	<u>Item</u>	<u>Year</u>	<u>Original Cost</u>	<u>Used Life</u>	<u>Depreciation Reserve</u>	<u>Salvage Scrap</u>
<u>Conductors and Devices</u>						
270	1/0 ACSR 1/C Cov	1978	361.80	8	87.71	
361		1979	433.20	7	91.89	
187		1981	243.10	5	36.83	23.52
125	1/0 AL QPX	1977	341.13	9	93.03	4.72
284	1/0 AL TPX	1967	226.35	19	130.32	
90		1969	74.25	17	38.25	
83		1970	80.42	16	38.99	
413		1973	493.12	13	194.26	
155		1977	262.72	9	71.65	
181		1978	264.26	8	64.06	
77		1984	125.51	2	7.61	35.74
2385	1/0 CU 1/C Cov	1955	710.73	31	667.66	242.70
330	1/0 CU 3/C 5KV Aerial	1955	719.73	31	676.11	181.29
3489	2/0 CU 1/C Bare	1955	1011.81	31	950.49	650.00
180	336 AL 1/C Cov	1976	318.60	10	96.55	3.98
180	350 CU 3/C 25KV U.G.	1970	2007.00	16	802.80	409.86
180	4 AL QPX	1967	140.04	19	80.63	2.58
90	4 AL TPX St.Lt.	1964	16.83	22	16.83	
80		1978	42.88	8	15.59	1.61
3517	4 CU 1/C Cov	1919	189.92	33	189.92	
473		1922	25.54	33	25.54	
1589		1952	197.04	33	197.04	
495		1954	74.75	32	72.48	
340		1955	51.00	31	47.91	252.46
860	4 CU 1/C Cov St.Lt.	1954	129.86	22	129.86	
357		1955	45.70	22	45.70	47.90
525	4/0 AL 1/C Bare	1976	462.00	10	140.00	31.34
120	4/0 AL 3CT U.G.	1979	245.89	7	43.03	6.38
90	4/0 CU 1/C B UG.	1970	97.74	16	39.10	26.65
95	6 AL DPX	1970	88.35	16	64.25	
55		1978	19.80	8	7.20	.72
Subtotal - Conductors			29,849.85		17,519.47	4604.69
3	23KV, 100A, Cutouts	1965	273.12	21	173.80	
7		1967	697.90	19	401.82	

DETAILS OF ESTIMATE (Continued)

<u>Quantity</u>	<u>Item</u>	<u>Year</u>	<u>Original Cost</u>	<u>Used Life</u>	<u>Depreciation Reserve</u>	<u>Salvage Scrap</u>
<u>Conductors and Devices</u>						
3	23KV, 100A,	1968	351.18	18	191.55	
3	" Cutouts	1969	295.29	17	152.12	
3		1970	395.46	16	191.74	
1		1978	117.87	8	28.57	
3	23KV, 300A, Cutouts	1976	627.21	10	190.06	
3	5KV, 400A, Cutouts	1955	<u>224.10</u>	31	<u>210.52</u>	
	Subtotal - Cutouts		2,982.13		1,540.18	
6	6KV Arrester	1955	146.28	31	137.41	
3	18KV Arrester	1965	231.48	21	147.31	
3		1968	311.52	18	169.92	
3		1969	<u>267.54</u>	17	<u>137.83</u>	
	Subtotal - Arresters		956.82		592.47	
	Total - Conductors and Devices		33,788.80		19,652.12	
<u>Street Lights</u>						
1	100/175W Merc	1966	141.18	20	128.35	
4	100/175W Merc	1970	231.76	16	168.55	
1	100/175W Merc	1971	69.65	15	47.49	
1	1000W Merc Flood	1969	119.20	17	92.11	
6	150/190W Sodium	1978	316.27	8	115.01	
19	150/190W Sodium	1982	3818.62	4	694.29	
4	250W Sodium	1976	450.16	10	204.62	
3	250W Sodium	1978	547.53	8	199.10	
1	250W Sodium	1984	218.27	2	19.84	
1	250W Sodium Fd	1983	469.64	3	64.04	
2	100W Sod. Flood	1984	<u>484.24</u>	2	<u>44.02</u>	
	Total - Street Lights		6866.52		1777.42	
<u>Conduits</u>						
810	3-1/2 In Steel Conduit		<u>2850.39</u>	17	<u>807.61</u>	
	TOTAL DEPRECIATION RESERVE		68,273.09		35,749.50	4604.69

(Utility Letterhead)
(ESTIMATE)

(Date)

Transportation Utilities Engineer
Connecticut Department of Transportation
Utilities Section
280 West Street
Rocky Hill, Connecticut 06067

Dear Mr.

Subject: Estimated Cost of Plant Rearrangements
Required by the Proposed Minor
Intersection Improvements on
State Routes
Town(s) of
State Project No.:

Item 1	Relocate Fire Hydrant to 2' behind Curb Station 16+50 New Britain Avenue	\$1,500.
Item 2	Grade 6 Gate Boxes Station 1+20; 2+30; 3+40; 5+60 6+70 & 8+10 New Britain Avenue	\$ 600.
Item 3	Relocate Fire Hydrant to 2' behind Curb Station 17+25 Ridgewood Road	\$1,500.
	Grade 2 Gate Boxes 17+45 & 18+75 Ridgewood Road	\$ 200.
	Sub Total	<u>\$3,800.</u>
	Contingencies	\$ 400.
	Total Estimated Cost	<u>\$4,200.</u>

(SAMPLE LETTER AGREEMENT)
(For Use When State's Share of Cost is \$20,000.00 or less)

cc: Earle R. Munroe
Edwin J. Fijol
Sherwood T. Bothwell, Jr.
Joseph W. Tambutto
(District Engineer as Applicable) 529-7741 Ext. #26
Kenneth F. Rapoza
Jerome Mandelowitz
Central Files

(Date)

(Utility)
(Address)

Attention: Mr. (Name), (Title)

Gentlemen:

Subject: Public Utility Adjustment on State-Maintained Highway

Town(s) of
State Project No.
Federal Aid Project No.

On you were advised that your facilities might be in conflict with the proposed construction of the subject project by the State. On you were requested to prepare an estimate of cost for any required adjustment to your facilities.

Your letter estimate of the cost of these adjustment, dated in the amount of Dollars and Cents (\$.) of which the State's share is Dollars and Cents (\$.) is accepted by the State and made part of this Letter Agreement. Said cost shall not be exceeded without first obtaining written permission by the State.

The actual adjustment to these facilities shall be governed by the rules established by the State and entitled: "Public Service Facility Policy and Procedures for State Highways in Connecticut," dated June 1, 1987, and "A Policy on the Accommodations of Utilities on Highway Rights-of-Way," dated April 1, 1977, and by "Title 23, Code of Federal Regulations, Part 645; Subpart A and Subpart B" dated June 14, 1985, and subsequent revisions or supplements, issued by the U.S. Department of Transportation, Federal Highway Administration, hereinafter referred to as the Federal Highway Administration.

The State's equitable share of the cost of the adjustment of affected utilities, as designated in the attached estimate, shall be in conformance with Section 13a-126 of the General Statutes of Connecticut, as revised. Whereas this work is required due to construction along a state maintained highway, on which access is not limited, the equitable share of the cost to be borne by the State shall be 50 percent of the cost of readjustment, relocation or removal after deductions provided under Section 13a-126 of the General Statutes of Connecticut, as revised.

(or as applicable the following paragraph
shall be substituted for previous paragraph)

The State's equitable share of the cost of the adjustment of affected utilities, as designated in the attached estimate, shall be in conformance with Section 13a-98f of the General Statutes of Connecticut, as revised. Whereas this work is required due to construction along a highway, that is a part of the Federal Aid Urban System, the equitable share of the cost to be borne by the State shall be 100 percent of the cost of readjustment, relocation or removal after deductions provided under Section 13a-98f of the General Statutes of Connecticut, as revised.

Preliminary Engineering on the subject project is chargeable to the Letter Agreement between the State and the Utility.

The Utility hereby acknowledges and agrees to comply with the policies enumerated in Administrative Memorandum No. 4 dated November 18, 1981 (Reissued December 3, 1985) Re: State Employee Code of Ethics, a copy of which is attached hereto and made a part of hereof.

The State will request reimbursement from the Federal Government for a portion or all of its share of the cost of utility Installations and Adjustments, as provided for in this Agreement, in accordance with the provisions of "Title 23, Code of Federal Regulations, Part 645; Subpart A," and subsequent revisions or supplements. The records and accounts of the Utility shall be made available in the Utility's office for audit, upon request, by authorized representatives of the State and/or the Federal Highway Administration.

The Utility shall prepare certain report forms required for the State's review of the Utility's billing of costs. State Form CON.40 shall be used for the daily reporting of labor, inspection, supervision or any other related on-site work, as well as equipment and materials used in the work, and will be prepared by the Utility and certified by a representative of the State and the Utility. Materials used and recovered on temporary work, as well as permanent plant items removed, shall be reported on State Form CON.41 in the same manner, as required.

Upon demand of the Utility, partial payment will be made by the State for incurred cost, based on 90 percent of the State's share billed, not to exceed 90 percent of the State's equitable share, as indicated on the attached estimate.

The Utility shall utilize the Contractor's Exempt Purchase Certificate where appropriate for materials, supplies, and services for work performed under the terms of this Contract or Agreement.

The Utility agrees and warrants that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the Utility that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. If the Agreement is for a public works project, the Utility agrees and warrants that it will make good faith efforts to employ Minority Business Enterprises as subcontractors and suppliers of materials on such project. The Utility further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Utility as relate to the provisions of this Section and Section 46a-56 of the Connecticut General Statutes, as revised.

This Agreement is executed subject to the Governor's Executive Order No. 17, a copy of which is attached hereto, and is hereby made a part of this Agreement. Governor's Executive Order No. 17 requires, inter alia, that all contractors and subcontractors shall list all employment openings with the Office of the Connecticut State Employment Service in the area the work is to be performed or where the services are to be rendered. Failure of the contractor to conform with the requirements of the Governor's Executive Order No. 17 and any orders, rules or regulations issued pursuant thereto, shall be a basis for termination of this Agreement by the State.

"POLICY--It is the policy of the Department of Transportation that minority business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds under this Agreement. Consequently, the M.B.E. requirements of 49 CFR Part 23 apply to this Agreement."

"M.B.E. OBLIGATIONS--The State or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the State and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department of Transportation-assisted contracts."

All authorized actual and related indirect costs shall be accumulated under a work order or a job order accounting procedure, acceptable to the Commissioner, and permitted by the regulations of the Department of Public Utility Control.

All requests for payment shall be submitted on State Form CLA.3, together with pertinent vouchers and cost records. The final bill, covering the State's equitable share of all costs incurred, shall be submitted to the State within a period of six months from the time that the utility work will have been completed.

The Utility agrees that it shall preserve all of its records and accounts concerning the implementation of this Agreement for a period of three (3) years after final payment under this Agreement. If any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

Final payment will be made for actual cost incurred, after final audit and after all exceptions have been resolved.

No formal agreement for the minor adjustments herein provided for will be required.

Authorization for the Utility to proceed to adjust its facilities by its own forces or by a certified continuing contractor will be given by the District Engineer, Mr. _____, _____, _____, Connecticut 06 _____ who is in charge of construction.

Very truly yours,

Edwin J. Fijol
Director of Engineering
Bureau of Highways

Above stipulation agreed to and concurred with
by the duly authorized representative of the
(name of utility or municipality)

Name:
Title:

Attachments

bcc: Hon. J. Edward Caldwell, State Comptroller

(SAMPLE LETTER AGREEMENT)
(PRELIMINARY ENGINEERING)

cc: Earle R. Munroe
Edwin J. Fijol
Sherwood T. Bothwell, Jr.
Joseph W. Tambutto
(District Engineer as Applicable)
Kenneth F. Rapoza
Jerome Mandelowitz
Central Files

(Date)

(Utility)
(Address)

Attention: Mr. (Name), (Title)

Gentlemen:

Subject: Preliminary Engineering for Public Utility
Adjustment on State Maintained Highway

Town(s) of _____
State Project No. _____
Federal Aid Project No.: _____

On you were advised that your facilities might
be in conflict with the proposed construction of the subject project by the State.
On you were requested to prepare an estimate of cost for any
required adjustment to your facilities.

In order that you may prepare the necessary plans and estimates for such adjustments to your plant as may be required, certain Preliminary Engineering charges will be incurred.

Your letter estimate for Preliminary Engineering, dated _____, in the amount of _____ Dollars and _____ Cents (\$ _____) of which the State's share is _____ Dollars and _____ Cents (\$ _____) is accepted by the State and made part of this Letter Agreement. Said cost shall not be exceeded without first obtaining written permission by the State.

Said Preliminary Engineering shall be governed by the rules established by the State and entitled: "Public Service Facility Policy and Procedures for State Highways in Connecticut," dated June 1, 1987, and "A Policy on the Accommodations of Utilities on Highway Rights-of-Way," dated April 1, 1977 and by "Title 23, Code of Federal Regulations, Part 645; Subpart A and Subpart B" dated June 14, 1985 and subsequent revisions or supplements, issued by the U.S. Department of Transportation, Federal Highway Administration, hereinafter referred to as the Federal Highway Administration.

The State's equitable share of the cost of the Preliminary Engineering shall be in conformance with Section _____ of the General Statutes of Connecticut, as revised. Whereas this work is required due to construction along a state maintained highway, on which access is limited, the equitable share of the cost to be borne by the State shall be _____ percent of the net cost.

The State will request reimbursement from the Federal Government for a portion or all its share of the cost as provided for in this Agreement, in accordance with the provisions of "Title 23, Code of Federal Regulations, Part 645; Subpart A" and subsequent revisions or supplements. The records and accounts of the Utility shall be made available in the Utility's office for audit, upon request, by authorized representatives of the State and/or the Federal Highway Administration.

Upon demand of the Utility, partial payment will be made by the State for incurred cost, based on 90 percent of the State's share billed, not to exceed 90 percent of the State's equitable share, as indicated on the attached estimate.

The Utility agrees and warrants that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the Utility that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. If the Agreement is for a public works project, the Utility agrees and warrants that it will make good faith efforts to employ Minority Business Enterprises as subcontractors and suppliers of materials on such project. The Utility further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Utility as relate to the provisions of this Section and Section 46a-56 of the Connecticut General Statutes, as revised.

This Agreement is executed subject to the Governor's Executive Order No. 17, a copy of which is attached hereto, and is hereby made a part of this Agreement. Governor's Executive Order No. 17 requires, inter alia, that all contractors and subcontractors shall list all employment openings with the Office of the Connecticut State Employment Service in the area the work is to be performed or where the services are to be rendered. Failure of the contractor to conform with the requirements of the Governor's Executive Order No. 17 and any orders, rules or regulations issued pursuant thereto, shall be a basis for termination of this Agreement by the State.

All authorized actual and related indirect costs shall be accumulated under a work order or a job order accounting procedure, acceptable to the Commissioner, and permitted by the regulations of the Department of Public Utility Control.

All requests for payment shall be submitted on State Form CLA.3, together with pertinent vouchers and cost records. The final bill, covering the State's equitable share of all costs incurred, shall be submitted to the State within a period of six months from the time that the utility work will have been completed.

The Utility hereby acknowledges and agrees to comply with the policies enumerated in Administrative Memorandum No. 4 dated November 18, 1981 (Reissued December 3, 1985) Re: State Employee Code of Ethics, a copy of which is attached hereto and made a part hereof.

The Utility agrees that it shall preserve all of its records and accounts concerning the implementation of this Agreement for a period of three (3) years after final payment under this Agreement. If any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

Final payment will be made for actual cost incurred, after final audit and after all exceptions have been resolved.

No formal agreement for the minor adjustments herein provided for will be required.

This Agreement does not authorize the Utility to incur charges for said Preliminary Engineering. Authorization to begin will be given by the State in writing.

Very truly yours,

Edwin J. Fijol
Director of Engineering
Bureau of Highways

Above stipulation agreed to and concurred with
by the duly authorized representative of the
(name of utility or municipality)

Name:
Title:

Attachments

cc: Hon. J. Edward Caldwell, State Comptroller